



# Shelby County Tennessee

Mark H. Luttrell, Jr., Mayor

## **Request for Proposal Shelby County Government Purchasing Department**

160 N. Main, Suite 550  
Memphis, TN 38103

*Issued: June 29, 2012*

**Due: August 17, 2012, no later than 3:00 P.M. (Central Standard Time)**

### **RFP #12-006-66 Public Defender Case Management System (Shelby County Public Defender's Office)**

Shelby County Government is soliciting written proposals, on a competitive basis, from interested and qualified companies or professionals to provide Public Defender Case Management System for the Shelby County Public Defender's Office. Information regarding this RFP is located on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). At the top of the home page, click on the links "Department", "P" for the Purchasing Department and "Bids" to locate the name of the above-described RFP.

*A mandatory pre-proposal conference to address your questions will be held at 2:00 P.M. (CST) on Tuesday, July 24, 2012 in Information Technology's Executive Conference Room, 160 N. Main, Suite 700, Memphis, TN 38103. All interested respondents are required to attend this meeting either in person or by teleconference. If you plan to attend, you must contact the Purchasing Department via email at [deborah.cairncross@shelbycountyttn.gov](mailto:deborah.cairncross@shelbycountyttn.gov) to confirm your attendance with a representative's name, company and contact number. A confirmation email will be returned with specific information concerning the conference. Failure to attend this meeting will result in the rejection of your bid.*

The proposal, as submitted, should include all estimated costs related to the services requested by the RFP specifications. If selected, your proposal will be the basis for negotiating a contract with Shelby County Government. Your proposal must be received in the Shelby County Purchasing Department **no later than 3:00 p.m. on Friday, August 17, 2012.** Proposals should be addressed to:

Debbie Cairncross, Buyer  
Shelby County Government  
Purchasing Department  
160 N. Main St., Suite 550  
Memphis, TN 38103

**The package containing an original proposal (clearly identified as original), one (1) copy on CD and eight (8) copies of your proposal must be sealed and marked with the proposer's name and "CONFIDENTIAL, PUBLIC DEFENDER CASE MANAGEMENT SYSTEM, RFP #12-006-66" noted on the outside.**

Sincerely,

Debbie Cairncross, Buyer  
Shelby County Government  
Purchasing Department

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*Note: Please make sure you pay close attention to Sections: I-V, IX & XI. These sections will clearly outline what information is required to properly respond and prepare your RFP response.*

*Please download all of the additional information and attachments that accompany this RFP.*

## I. INTRODUCTION

Shelby County Government (the “County”) is seeking proposals from interested and qualified companies or professionals to provide and install a Case Management System for Shelby County Public Defender’s (PD’s) Office (the “Services”). This Request for Proposal (“RFP”) is being released to invite interested and qualified firms to prepare and submit proposals in accordance with instructions provided where one successful candidate will be selected and invited to enter into a contractual relationship with Shelby County for the Services outlined in this RFP. In this RFP, the terms Proposer and Provider are used interchangeably unless the context indicates otherwise.

## II. MINIMUM PROPOSER REQUIREMENTS

All Proposers must:

1. Have a minimum of five (5) years experience performing the work described in the RFP.
2. Have a minimum of three (3) systems installed in other public defender’s offices that are comparable in size to the proposed system.
3. Have sufficient, competent and skilled staff, with experience in performing the Services and be able to **pass a mandatory criminal background check before they are allowed entry onto the premises.**
4. Have all appropriate licenses and certification required in the State of Tennessee to perform the Services and procure all permits, pay all charges, taxes and fees.
5. **Apply** and **qualify** for a vendor number and Equal Opportunity Compliance (EOC) certification number through our EOC Administration (*see the details outlined in Section VII General Requirement/ e. Selection Criteria*) **prior to submitting your response.**
6. Attest that you adhere to all Title VI requirements and provide proof/documentation if necessary.
7. Independent contractors (sole proprietors) must adhere to State of Tennessee Public Chapter No. 436, known as the “Tennessee Lawful Employment Act” (effective date of 01/01/12). Proof and documentation of employment eligibility must be included with the proposal.
8. Attest that you adhere to the requirements of the “Living Wage Ordinance #328,” Section VI, Item I. (*A **written statement of compliance must be provided with your response.***)
9. Provide proof of the minimum insurance requirements (**MANDATORY**, please review closely).

**Please Note:** *As a part of doing business with Shelby County, each individual, company or organization is required to obtain a vendor number and an “Equal Opportunity Compliance” certification number.*

*You can access the online application to receive the numbers indicated above at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov). At the top of the home page, click on the links “Department”, “P” for the Purchasing Department and “Conducting Business with Shelby County”. The “Vendor Registration” link is at the bottom of the drop down box. Please download the application instructions and read thoroughly prior to accessing the application.*

*If you have any questions regarding the application, you may contact Purchasing at (901) 222-2250 or the EOC Administration at (901) 222-1100.*

### III. CORRESPONDENCE

All correspondence, proposals and questions concerning the RFP are to be submitted to:

Debbie Cairncross, Buyer  
Shelby County Government  
160 N. Main St. Suite 550  
Memphis, TN 38103

Respondents requesting additional information or clarification are to contact Ms. Debbie Cairncross in writing at [deborah.cairncross@shelbycountyttn.gov](mailto:deborah.cairncross@shelbycountyttn.gov) or at the address listed above. Questions should reference the sections of the RFP to which the questions pertain and all contact information for the person submitting the questions. ***IN ORDER TO PREVENT AN UNFAIR ADVANTAGE TO ANY RESPONDENT, VERBAL QUESTIONS WILL NOT BE ANSWERED. The deadline for submitting questions will be August 10, 2012 by 12:00 P.M. (CST).*** These guidelines for communication have been established to ensure a fair and equitable process for all respondents.

***Note: All written questions submitted by the deadline indicated above will be answered and posted on the County's website at [www.shelbycountyttn.gov](http://www.shelbycountyttn.gov) within 48 hours of the above cut-off date.***

**Please be aware that contact with any other personnel (other than the person clearly identified in this document) within Shelby County regarding this RFP may disqualify your company from further consideration.**

### IV. PROPOSAL SUBMISSION & DEADLINE

All proposals must be received at the address listed above no later than August 17, 2012 **at 3:00 P.M. (CST).** Facsimile or e-mailed proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals may not be opened and considered. Under no circumstances will this deadline be extended, regardless of weather conditions, transportation delays, or any other circumstance.

### V. PROPOSAL TIMELINE

Shelby County reserves the right to modify this timeline at any time. If the due date for proposals is changed, all prospective proposers shall be notified.

Request for Proposals Released	Friday, June 29, 2012
Mandatory Pre-bid Conference	Tuesday, July 24, 2012 at 2:00 pm (CST)
Proposal Due Date	Friday, August 17, 2012 by 3:00 pm (CST)
Notification of finalists demonstrations	Friday, September 7, 2012
Finalist's demonstrations in Memphis	Weeks of October 1 to October 29, 2012
Notification of Award	November 2012
Services to Commence	Immediately upon execution of the contract

*A mandatory pre-proposal conference to address your questions will be held at 2:00 P.M. (CST) on Tuesday, July 24, 2012 in Information Technology's Executive Conference Room, 160 N. Main, Suite 700, Memphis, TN 38103. All interested respondents are required to attend this meeting either in person or by teleconference. If you plan to attend, you must contact the Purchasing Department via email at [deborah.cairncross@shelbycountyttn.gov](mailto:deborah.cairncross@shelbycountyttn.gov) to confirm your attendance with a representative's name, company and contact number. A confirmation email will be returned with specific information concerning the conference. Failure to attend this meeting will result in the rejection of your bid.*

The County may reproduce any of the proposer's proposal and supporting documents for internal use or for any other purpose required by law.

## **VI. PROPOSAL CONDITIONS**

### **A. Contingencies**

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all proposers, in writing, if the County rejects all proposals.

### **B. Modifications**

The County reserves the right to issue addenda or amendments to this RFP.

### **C. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFP. It is the Proposer's responsibility to ensure that its proposals arrive on or before the specified time.

### **D. Incurred Costs**

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this RFP and proposers agree that all costs incurred in developing this RFP are the proposer's responsibility.

### **E. Final Authority**

The final authority to award a contract rests solely with the Shelby County Purchasing Department.

### **F. Proposal Validity**

Proposals submitted hereunder will be firm for at least **one year (360) calendar days** from the due date unless otherwise qualified. Equipment may be purchased in several stages due to the availability of funds.

## **G. Disclosure of Proposal Contents**

The proposer understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to the County is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee. All proposals and other materials submitted become the property of Shelby County Government.

## **H. LOSB**

The County encourages the utilization of locally-owned small businesses as sources of subcontract work. The County notifies all respondents that all firms and/or individuals shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Title VI of the Civil Rights Act of 1964, as amended.

### **LOCALLY OWNED SMALL BUSINESS PURCHASING PROGRAM RULES AND REGULATIONS:**

- (i) The Administrator of Purchasing in conjunction with the Administrator of EOC shall identify certain goods and services required by the County to be set aside for special purchasing procedures for locally owned small businesses.
- (ii) Only certified locally owned small businesses will be allowed to submit competitive bids on the goods or services identified under paragraph (i) above.
- (iii) The Administrator of Purchasing shall, in conjunction with the Administrator of EOC, annually review the Shelby County Capital Improvement Program to determine those projects with a construction cost of \$250,000 or more. Contracts amounting to at least ten (10%) of the construction costs of such project shall be awarded to locally owned small businesses as defined herein, except as set forth in sub-paragraph (vi) of this section, either as part of the conditions of the solicitation for general Providers bidding on these projects, or as separate bids issued by the County for subcontracts that may be assigned to general Providers.
- (iv) After adhering to all other bidding and purchasing requirements of the County, not inconsistent with this part, if no bids are received from locally owned small businesses, then the County may solicit bids for the goods or services from all other sources.
- (v) On all purchases and/or contracts entered into by the County, the Purchasing Administrator or his or her designee shall have the right to negotiate with any supplier of goods or services to the County for the inclusion of locally owned small business sub-Providers and/or suppliers in the contract award.
- (vi) Failure by a supplier or Provider to include locally owned small business sub-Providers or suppliers in its bid or contract may be grounds for rejection of said bid or contract unless the supplier or Provider can show documented evidence of good cause why none were included.
- (vii) Any locally owned small business awarded a contract or purchase order under this section shall not sublet, subcontract or assign any work or services awarded to it without the prior written consent of the Mayor or the Purchasing Administrator.

(viii) As to those purchases below the requirement for a formal bid solicitation (currently, under \$15,000) and not included in the locally owned small business set aside, the Administrator of Purchasing shall determine if any locally owned small business offers that product or service. If so, at least one such eligible locally owned small business should be included in the vendors contacted for an opportunity to bid, and the Administrator of Purchasing may, at his discretion, designate in a purchase order the purchase of such goods and services from the identified locally owned small business.

(ix) In those situations where a locally owned small business as defined herein, engages in open competitive bidding for County contracts, the Administrator of Purchasing shall provide for a preference for the locally owned small business where responsibility and quality are equal. Said preferences shall not exceed five percent (5%) of the lowest possible bidder meeting specifications. The preference shall be applied on a sliding scale in the following manner:

- a. A preference of up to five percent (5%) shall be allowed for contracts up to \$500,000.00;
- b. A preference of up to three and one-half percent (3.5%) shall be allowed for contracts up to \$750,000.00;
- c. A preference of two and one-half percent (2.5%) shall be allowed for contracts up to \$1,000,000.00;
- d. A preference of two percent (2%) shall be allowed for contracts that exceed \$1,000,000.00.

(x) For construction contracts over \$2,000,000.00, the Administrator of Purchasing shall provide for a preference of two percent (2%) to general Providers meeting the requirements of Section 1, Subparagraph B, if fifty percent (50%) or more of the total work comprising the bid has been or will be awarded to certified locally owned small businesses. The fifty percent (50%) subcontracting threshold must be met prior to contract execution.

(xi) The Administrator of Purchasing may divide a single bid package for any purchase of goods and services into two or more smaller bid packages in any case that the Administrator of Purchasing reasonably believes that the smaller bid packages will result in a greater number of bids by locally owned small businesses.

(xii) The Administrator of Purchasing, upon approval of the County Mayor, may establish special insurance and bonding requirements for certified locally owned small businesses so long as they are not in conflict with the laws of the State of Tennessee.

(xiii) The Administrator of Purchasing, with the approval of the County Mayor, shall adopt and promulgate, and may from time to time, amend rules and regulations not inconsistent with the provisions of this ordinance, governing the purchase of goods and services from locally owned small business concerns to effectuate and implement the Locally Owned Small Business Purchasing Program within the intent of this ordinance.

(xiv) The Administrator of EOC shall, in conjunction with the Administrator of Purchasing, provide a written quarterly report to the Mayor and Board of Commissioners which shall



include a summary of the purchases selected for this program, a listing of the contracts awarded to locally owned small businesses for the period, and the dollar amounts of each such contract, and the percentage which such contracts bear to the total amount of purchases for the period.

## **I. Living Wage**

Shelby County Government Ordinance #328 “Living Wages” is hereby incorporated into this Request for Proposal and any resulting contract. Please make sure that you review and apply the requirements of the ordinance to your proposal response. Failure to do so will result in disqualification from the review and award process. You may view and print the ordinance as a separate attachment for this RFP (*Note: please download ALL the additional attachments*).

## **VII. GENERAL REQUIREMENTS AND INFORMATION**

### **A. Background**

Shelby County Government seeks proposals from qualified firms to provide a Case Management System (CMS) for the Public Defender’s Office. The Shelby County Integrated Criminal Justice Information System (iCJIS) Executive Committee, comprised of representatives from all the elected officials within the Shelby County Criminal Justice community, is seeking to procure a new, integrated criminal justice information system based on the recommendations of the National Center for State Courts (NCSC)<sup>1</sup> and Integrated Justice Information Systems (IJIS)<sup>2</sup>. The iCJIS Executive Committee provides guidance and oversight to the appointed iCJIS Project Director for this project. The iCJIS Executive Committee has selected to publish separate Request for Proposals for the three major systems to be integrated so that each agency has the opportunity to select the best solution for their office. The scope of this RFP is limited to a Case Management System for the Public Defender’s Office.

The mission of the Public Defender’s Office is to represent court-appointed clients who are at risk of losing their life or liberty. The Public Defender’s Office typically investigates the alleged crime or offense by meeting with witnesses, police officers and reviewing the facts. The Public Defender’s Office meets with the client to discuss the appropriate action to be taken and whether pre-trial motions should be filed. The Public Defender’s Office researches case law and communicates with the defendant to determine trial strategy, such as cross-examination procedures, witness selection, jury selection, testimony decisions and opening and closing arguments.

The Public Defender’s Office is responsible for representing indigent defendants in court. They represent clients in General Sessions Court and Criminal Court plus they also work with the city courts of Bartlett, Collierville, Germantown and Millington. The Public Defender’s Office handles over 34,000 cases a year. They currently employ 68 attorneys who are divided into five work groups: Capital Defense, Criminal Court, General Sessions, Special Litigation and Appellate.

The Shelby County Public Defender’s Office is in need of a new case management system. Their current system is an old Powerbuilder application that has not been fully utilized due to the lack of

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<sup>1</sup> Report available online <http://www.ncsc.org/topics/technology-planning-acquisition/resource-guide.aspx>

<sup>2</sup> Report available online [http://www.ijis.org/\\_publications/ta\\_reports.html](http://www.ijis.org/_publications/ta_reports.html)

integration with the Court's legacy Case Management System. The Public Defender's system is no longer supported by the vendor, making it difficult to enhance. The Office needs a modern application that is highly configurable, is capable of publishing NIEM compliant data exchanges with the new Court Case Management System that is planned, and interfaces with OnBase to permit the Public Defender's Office to operate more efficiently and improve the quality of the data.

Shelby County's desired solution will be Commercial-off-the-Shelf (COTS) products. Custom developed applications for Shelby County will not be considered. The selected contractor will work with the County to keep COTS customizations below ten percent (10%) of the overall product to ensure the County can take advantage of standard product upgrades at no additional cost and extend the life of the product.

The new Public Defender Case Management System will not go live until all identified data exchanges with the new Court Case Management System and the new Offender Management System (OMS) are completed. This is to reduce data entry requirements and decrease the risk of deploying a new CMS for the Public Defender's Office. The new OMS, the Court Case Management System and the Public Defender CMS will be part of the Enterprise Service Bus solution (Info Hub) as well as integrated with Shelby County's current document management solution, OnBase.

#### **B. Scope of Contract**

The County wishes to engage in a contractual relationship with the best-qualified proposer selected through a competitive process that will work well with the County's personnel in the performance of the Services in a manner that is cost-effective and practical of which price is but one of the selection criteria.

#### **C. Project Time Frame**

The County anticipates awarding the initial contract term by November, 2012. The contract will not be negotiated until the Offender Management System and the Court Case Management System vendors have been selected, which the County anticipates will occur late October, 2012. The Provider must be prepared to begin immediately upon receipt of a Notice to Proceed. The contract will include the first year's maintenance and support with an option to renew for five (5) additional one (1) year periods beginning July through June, with the same terms and conditions and satisfactory performance of all criteria and subject to the availability of funds for each renewal period. The optional renewal periods will be upon mutual written consent of both parties.

#### **D. Reservation of Rights**

The County reserves the right, for any reason, to accept or reject any one or more proposals, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP.

The County may at any reasonable time, at its expense, make an audit of the proposer's books relative to the Accounts.

#### **E. Selection Criteria**

Each proposal response will be evaluated on the criteria outlined in Section XII of this document.

Each proposer should set out in its response to this RFP to clearly identify the qualifications of its company and each individual who will work on this project.

As part of the qualification process each vendor will be required to apply for an EOC # and provide workforce utilization information. Please contact the EOC Administration @ 901-222-1100 to obtain the necessary documents and to ask any questions that you may have regarding this information.

*During the evaluation process, Shelby County Government reserves the right to consider the vendor's EOC rating in the evaluation.*

**F. Additional Information and References**

Any additional information that would be helpful to the County in evaluating a proposal, including a list of current and former clients with a similar profile to Shelby County, should be submitted. At least three (3) former clients who have terminated in the last five (5) years should be included on this list.

**G. Project Manager**

The Proposer shall assign a project manager who has long term, successful experience on similar projects, of a similar size. The project manager, and his or her qualifications, shall be identified in the submittal of the RFP documents. The project manager shall be present for the presentation of the product demonstration and must remain assigned to Shelby County throughout the contract period. The Proposer shall guarantee that the Project Manager included in the proposal shall be assigned to this project throughout the project term, unless they are no longer employed by the Proposer. Replacement of the project manager if necessary, must have equal qualifications to those of the project manager originally identified and will require written approval by Shelby County.

**VIII. AWARD OF CONTRACT**

Proposers are advised that the lowest cost proposal will not necessarily be awarded the contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor.

**IX. PURPOSE/SCOPE OF WORK**

To select the best-qualified proposer (hereinafter referred to as "Provider") and award a County-approved contract for professional services to perform the Services and to satisfactorily complete all activities associated with the Services.

A. Application – Proposer must complete the following application and submit with the proposal response. The **directions for completing the tables** are:

- “Included” column: Place an “X” in the cell beside the requirement if the proposed solution includes the described capability. Otherwise, leave the cell blank.

- “Note” column: Include a note about any matter of importance related to each capability, and indicate it by placing an “N” in the Note cell (in addition to the “X” in the Included column, if applicable). All notes must be placed in a separate Notes table immediately following the response to the requirements table. The Notes table must include two columns. The left column must reference the line number for the capability (and bullet letter if applicable) and the right column must display the Proposer’s note.
- If the proposed solution includes only part of a capability, mark the “Included” column with the exceptions (e.g. “X except a, d, e”), indicate the Note with “N”, and explain the exceptions in the note table. Otherwise, leave the cell blank. Notes may be helpful to describe alternative approaches or in situations where the solution cannot meet the capability through configuration, but can satisfy it through programming code as an extension of the solution.

### **1. Capabilities**

No.	Category	Description of Capability	Included	Note
<b>Person and Case Information</b>				
1	Person-Based System	Provide a single view for a person in the system, showing all cases linked to the person and multiple Identifications (SSN, DOB, alias, AKA), rather than separate person records for each court case.		
2	General Search	Enable search of all key information relative to a case or person and present results in descending and display results by decreasing likelihood of a match.		
3	Variant Name Search	Enable name searches of names that sound alike and display results by decreasing likelihood of a match.		
4	Status Indicators	Provide configurable person and case status indicators (e.g., Appointed, Conflict of Interest, Motion for Withdrawal, Withdrawal Granted, Closed, Assertion/ Waiver of Speedy Trial, Interpreter, Request for Jury, Adult Drug Court, Domestic Violence Court, and Protection Order).		
5	Attorney Information	Maintain attorney information and division assignment, including out-of-district attorneys, supervised non-attorneys, and designated lead counsel.		
6	Maintain Assignment History	Maintain assignment history of PDs on a case by division. Every event should provide a mechanism to track which PD was assigned to each event.		
7	Maintain Non-PD Attorney Affiliation	Maintain information on non-PD attorney affiliation with Attorney General's office, law firms and other organizations, to permit mail/email to be sent to each attorney, to list all cases being handled by a specific firm or attorney, etc.		

No.	Category	Description of Capability	Included	Note
8	Send Text Messages	Allow designation of a client as willing and able (or not willing and/or able) to receive text messages by phone or e-mail and capture preferred method of contact.		

#### In-house Event Logging

9	Make Log Entry in Cases	Provide a pick list for logging of events and statuses in a case (e.g., scheduled grand jury, discovery requested, discovery received, case declared ready for trial, office or phone contacts with victims and witnesses, letters sent, ticklers set up, transcript requested, defendant's appeal brief received).		
10	Log of Events	Maintain a chronology of PD office events.		
11	Post-adjudication Activity	Enter and maintain separately each post-adjudication action and related logged event as part of the original case record.		
12	Create Multiple Log Entries from a Single Event	Configure a single logging action to create multiple log entries in a case (e.g., when preparing a subpoena (1) logs the event of preparing it, (2) inserts an electronic copy of it in the file, (3) generates return of service form, and (4) sends it to the investigator/sheriff who will serve it).		
13	Multiple Log Entries	Allow easy data entry of the same log entry to multiple related cases.		
14	Maintain Notes/Comments	Maintain notes/comments on a case that may be marked as "Private" (with a default of "Private"), viewable and searchable across cases by attorneys within or across divisions, with appropriate access permission based on each division's security rules.		
15	Text Search on Notes/Comments	Perform a text search on note/comment entries (within a case or across cases).		
16	Filter Log Entries	Provide view/filter of logging entries (e.g., documents, events by type).		
17	Delete or Modify Log Entries	Permit deletion or modification of specific log entries and all related data (e.g., entry made in error), with proper authorization (e.g., supervisor approval).		
18	Provide Audit Trail of File Additions, Modifications, and Deletions	Maintain and display or print audit trail of file additions, modifications, corrections, and deletions (e.g., filings entered into Log, and electronically received documents) including who made entry, when entry made, whether date entered and date filed differ.		

#### General Application Capabilities

19	Configuration	Configure data entry and update screens <ul style="list-style-type: none"> <li>a. By case type</li> <li>b. By event/task</li> </ul>		
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No.	Category	Description of Capability	Included	Note
20	Configuration	Configure ticklers and alerts <ul style="list-style-type: none"> <li>a. Person-based</li> <li>b. Case-based</li> </ul>		
21	Configuration	Provide certain configuration settings that are unique for each user		
22	Configuration	Provide performance metrics (e.g., Case Aging by PD, Number of Cases Assigned by PD) configurable to meet the caseflow management needs of managers and administrators.		
23	Configuration	Enable configuring the system to log any or all user activity, including the username, date, time, workstation address and details of all data/events/files viewed, added, edited, and deleted by each user, and to display all user account logs. The expectation is that this capability will be used infrequently.		
24	Configuration	Enable configuring user group roles with permissions to view, add, edit, and/or delete the following within each case-type: <ul style="list-style-type: none"> <li>a. Case and person records</li> <li>b. Standardized reports and queries</li> <li>c. Form letters/notices/orders</li> <li>d. Code table records</li> <li>e. Business and workflow rules</li> <li>f. Sealed case records</li> <li>g. Indices to sealed case records</li> <li><b>h.</b> Case notes (and permission to designate them as private or shared with other designated user groups)</li> </ul>		
25	Configuration	Provide keyboard shortcuts and dropdown menus to find/enter all available selections.		
26	Configuration	Enable configuring of the system by adding the following to any table without corrupting pre-existing records: <ul style="list-style-type: none"> <li>a. Values for data fields</li> <li>b. Free text fields</li> <li>c. Formatted data fields</li> <li>d. Calculated fields</li> </ul>		
27	Configuration	Enable configuring any code table records with an effective date range. System determines which table record applies by comparing the effective date range to a designated data-element, system date, or calculated date.		
28	Configuration	Display only relevant/available code table values on data entry screens. For example, criminal codes will not be displayed when working on a civil case; pre-disposition codes will not be displayed when a case is in post-disposition status.		

No.	Category	Description of Capability	Included	Note
29	Configuration	<p>Enable configuring an unlimited number of case-types and associate each case-type with the following:</p> <ul style="list-style-type: none"> <li>a. Code tables values</li> <li>b. Docket codes</li> <li>c. Event-types</li> <li>d. Document types generated</li> <li>e. Document types received</li> <li>f. Data fields</li> <li>g. Calendars</li> </ul>		
30	Configuration	<p>Enable configuring a detail client/ participant screen for displaying the person's multiple occurrences of personal information, each occurrence with date/ time stamp:</p> <ul style="list-style-type: none"> <li>a. Case role (client, witness, victim)</li> <li>b. Alias</li> <li>c. Person-based alerts (outstanding arrest warrant, Pretrial conditions, absconded)</li> <li>d. Bail posted and docket numbers</li> <li>e. Pretrial status</li> <li>f. Probation status and supervising office</li> <li>g. Custody status, location</li> <li>h. Address</li> <li>i. Cell number</li> <li>j. Landline number</li> <li>k. Email address</li> <li>l. Photo</li> </ul>		
31	Configuration	<p>Enable configuring each data field with the following:</p> <ul style="list-style-type: none"> <li>a. Screen label</li> <li>b. Mouse-over text tip</li> <li>c. Security level</li> <li>d. Default value</li> </ul>		
32	Configuration	Allow data entry of a zip code and automatically provide the city and state.		
33	Configuration	Provide a set of dashboard performance metrics that can be selected by individual users, according to their role in the organization.		

No.	Category	Description of Capability	Included	Note
34	Rules Engine	Configure an unlimited number of workflow rules through a table and graphical interface. Each rule includes: <ul style="list-style-type: none"> <li>a. Trigger</li> <li>b. Response</li> <li>c. Optional prompt (the prompt provides opportunity to complete or cancel the automated response)</li> </ul>		
35	Rules Engine	Set up the following configurable rule triggers, which may be limited to cases associated with a case-type: <ul style="list-style-type: none"> <li>a. Upon entering a specified event-type in a case record</li> <li>b. Upon entering a specified document-type in a case record</li> <li>c. Specified elapsed time following entry of a specified event-type</li> <li>d. Specified elapsed time following entry of a specified document-type</li> <li>e. Specified elapsed time following entry of a specified event-type or document-type, unless another specified event-type or document-type was subsequently entered</li> <li>f. Upon completion of another specified rule</li> <li>g. Upon attempting to enter data in an incorrect format</li> <li>h. Upon attempting to enter data with an invalid value</li> <li>i. Upon attempting to enter data without first completing another data field or case-event</li> </ul>		
<b>Case Initiation and Management</b>				
36	Automatically Assign and Reassign Cases	Assign and reassign cases to attorney using one or more of the following methods: randomly; according to predefined business rules (e.g., by case category, by case status, by attorney according to caseload balancing policies); according to existence of specific conditions (e.g., conflict of interest, disqualification). Supervisor override allowed.		
37	Manually Assign and Reassign Cases	Ability to manually assign and reassign cases to attorney and/or team.		
38	Notify Attorney of Initiated Case	Provide notification of initiated case to attorney with required completion dates, if any.		
39	Assign Tasks	Assign attorney to tasks associated with a case, e.g., reports, violations, client contacts (daily, weekly, monthly), updates, etc.		
40	Case Management	Track plea offers and counter offers for each party on each case		



No.	Category	Description of Capability	Included	Note
<b>Schedule In-house Events and Resources</b>				
41	Mass Case Updates	<p>Allow mass case operations by selection of cases to which an action applies with a single transaction.</p> <ul style="list-style-type: none"> <li>a. Reassign a group of pending events from one attorney, courtroom, or date to another</li> <li>b. Reassign a group of cases from one attorney to another, and maintain a history of assignments</li> <li>c. Generate individual documents or groups of documents through mass case processing.</li> </ul>		
42	Schedule Non-court Events	Allow scheduling of non-court events such as discovery dates, response dates, receipt of subpoena, etc		
43	Schedule Resources for In-house Events	Allow scheduling of resources for in-house events (e.g., schedule cases on a grand jury schedule, schedule vacation, schedule weekend and holiday duty assignments, administrative time for PDs and staff for meetings, training, and conferences).		
44	Schedule Events by Division, Unit or Location	Allow scheduling of resources and events by division, unit or location, and display schedule that reflects all tasks, events, and related dates.		
45	Schedule Function Flexibility	Provide flexibility with respect to schedule content and format (e.g., according to locally defined specifications).		
46	Schedule by Time Slots	Provide for scheduling by available time slots (e.g., 1-2, 2-3, 3-4 PM on Monday, Tuesdays and Thursdays).		
47	Automatic Schedule Creation	Allow recurring events to be scheduled and invitations sent to other staff.		
48	Schedule Auto-Fill	The proposed solution must auto fill date/time entry fields but allow for manual date change. The solution must have the ability to display a calendar to select from to populate the date fields.		
49	Accommodate Special Needs	Enter special needs for case participants (e.g., mental health issues, interpreter - including language needed, accommodation for a disability) and turn on case alert.		
50	Schedule Equipment	Enter and maintain the availability of video, sound reinforcement, recording, and other devices and link them to scheduled events and courtrooms.		
51	Generate Log Entry	Automatically generate log entries based on scheduled and completed events.		
52	Resource Conflicts	Permit authorized user to review potential conflicts and either clear them or flag a resource as unavailable.		
53	Identify Scheduling Conflicts	Identify, display, and suggest availability and resolutions to scheduling conflicts, allowing user overrides and rescheduling with appropriate security and data integrity.		

No.	Category	Description of Capability	Included	Note
54	Scheduling Assistance	Analyze scheduling parameters and PD schedules, providing the next appropriate date, time, and location for a scheduled event.		
55	Time Standards	Establish and assign time standards at the event and case levels for each specific case type and measure compliance (e.g., investigations, filing of briefs).		
56	Include Case Age in Displays	Include case age with any display of case status or adherence to schedules (e.g., tracking conformance to time standards).		
57	Weekends and Holidays	Include and exclude weekends and holidays within time standard calculations according to statutes/rules.		
58	Time Standard Status	Allow the display the status of case with respect to its time standards.		
59	Time Standard Alert	Alert user if a scheduled event date exceeds the mandated time standard.		
60	Schedule Resources for In-house Events	Allow scheduling of resources for in-house events (e.g., schedule cases on a grand jury schedule, schedule vacation, schedule weekend and holiday duty assignments, administrative time for PDs and staff for meetings, training, and conferences).		
61	Photos	Display an expandable thumbnail photo of the client on each relevant page.		
62	Electronic Signatures	Accept and apply electronic signatures.		
63	Complaint Tracking	Process and track complaints received from the Board of Professional Review.		
64	Complaint Tracking	Process and track complaints received by the PD's Office		
65	Appeals Tracking	Process and track appeals cases.		
66	Checklists	Support the generation of standard and ad hoc checklists and track progress against checklist items.		
67	Appointment Reminders	Provide for the generation of appointment and court appearance reminders to clients for transmission (via e-mail, text, or phone).		
68	Reporting	Provide the ability identify subjects previously flagged for special needs who have been newly arrested.		

2. **Non-Functional Requirements** - This section describes the non-functional requirements that will be required of the PD CMS. The table below is to be completed as in Section 1 above.

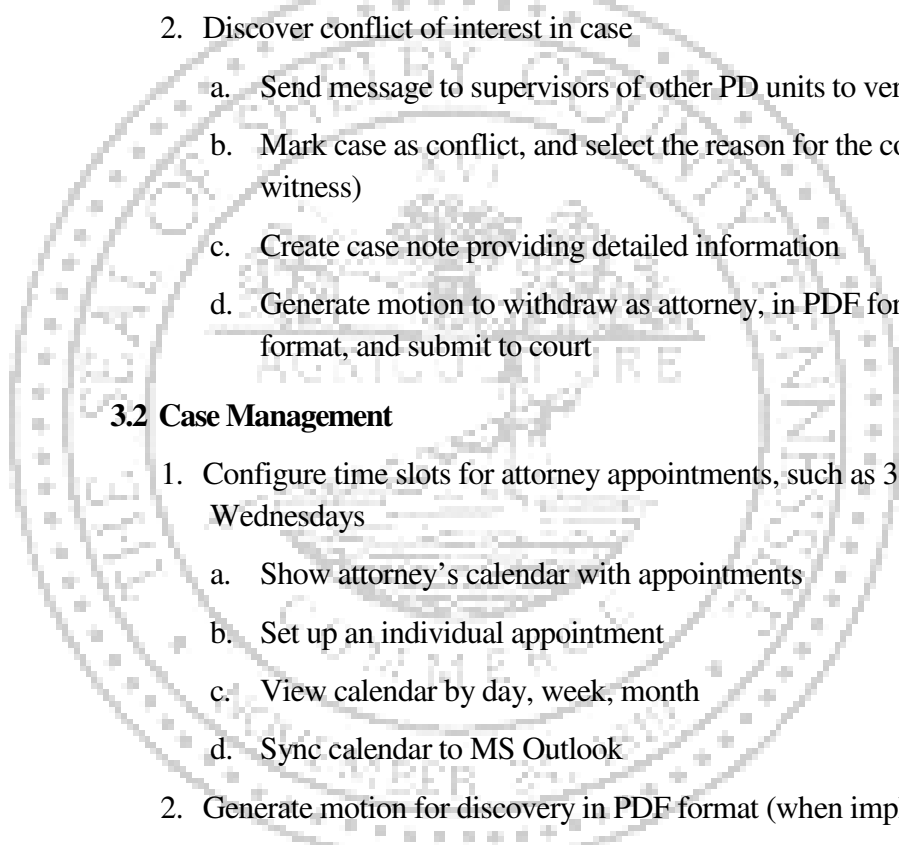
No.	Category	Description of Capability	Included	Note
<b>Person and Case Information</b>				
1	Architecture	The proposed solution must support virtualization, and include a Multi-Tier architecture: <ul style="list-style-type: none"> <li>• Front End: Web-based using standard browser</li> <li>• Database: ODBC-compliant relational database</li> </ul>		
2	Interfaces	The proposed solution must provide for integration with Hyland OnBase for document management. Onbase must be the document management solution supported by the CMS.		
3	Interfaces	The proposed solution must interface with Microsoft Outlook and export attorney appointments and calendars to Outlook.		
4	Interfaces	The proposed solution must interface with the county's IVR system and export messages to the IVR system for transmission to phones of defendants, witnesses and victims (e.g., about appointments and court hearings).		
5	Standards	The proposed solution must comply with the National Information Exchange Model (NIEM).		
6	Training Environment	The proposed solution must provide a non-production training environment including the ability to periodically copy the production database to training database. The proposed solution must allow both production and training databases to be accessed simultaneously without cross linking or cross contamination.		
7	System Administration	The proposed system must be easily managed through graphical user interfaces. The system must allow for secure remote administration as well as on-site administration. The administration functions must include at a minimum: <ul style="list-style-type: none"> <li>• User account and password management.</li> <li>• System security management.</li> <li>• System log review and maintenance.</li> <li>• System reports.</li> <li>• Notification management.</li> <li>• Software threshold parameter management.</li> <li>• System and database backup initiation.</li> </ul>		
8	Audit Trail	The system must maintain a historical record of all changes made to the system's components. It must ensure that system error and events for software, hardware, interfaces, operating system, and network are written to a system event log accessible and searchable by a system administrator. The system administrator must be able to easily monitor the system status directly or remotely.		

No.	Category	Description of Capability	Included	Note
9	Backup	The system must have backup system that allows backup of the system and databases without interfering with court operations, as well as restoration of the system and databases in the event of system or database failure.		
10	Backup	The proposed solution's data tier must include transaction-level backup and restoration.		
11	Archiving	The proposed solution must provide for the archiving and retrieval of all client records.		
12	Training	<p>The proposed solution must include training for all staff members and train the trainer sessions, coinciding with:</p> <ol style="list-style-type: none"> <li>1. Pre-implementation</li> <li>2. During implementation phases</li> <li>3. Post-implementation</li> </ol> <p>In addition, the vendor can propose web based training delivery option to include onsite interactive sessions <u>and</u> recorded sessions to be replayed later by the end-users.</p>		
13	Support	The vendor must provide a tiered-level of technical support up to and including 24 x 7 x 365.		
14	Data Dictionary	The successful vendor must provide the data-dictionary, entity relationship diagrams, and user manuals for the system. The vendor must provide updated documents with each release/update.		
15	Data Conversion	All data must be converted from legacy systems to be replaced by the new CMS to include; Gideon and Case in Point.		
16	System Administration	The proposal shall specify the operating system, processor, memory and disk space requirements.		
17	System Administration	The proposal shall specify any additional software, licensing, or modifications needed to our existing environment.		

- 3. Public Defender Scenarios** - This section contains scenarios that each proposer will be expected to demonstrate if selected as a finalist. Proposers are not expected to respond to these scenarios in their written proposals.

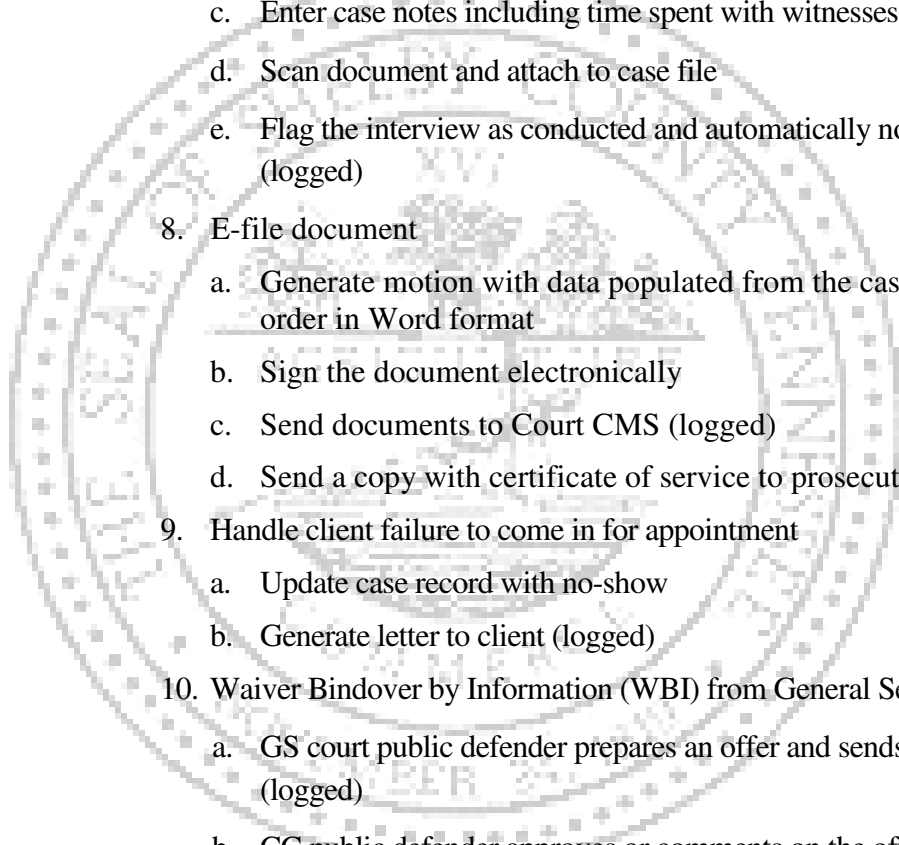
### **3.1 Case Initiation, Assignment of Attorney, Conflict of Interest**

1. Perform public defender client intake (assume received notification of appointment, or there is a notification in a queue)
  - a. Search for defendant in Court CMS and initiate public defender case through download, including defendant's mug shot
  - b. Link with defendant's other active cases and co-defendants, and check for conflicts (assume no conflict from here on – see the next scenario)

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- c. Assign to attorney/team (logged)
  - d. Enter intake information and flag case as “Interpreter Needed” – Spanish
  - e. Attach the bill of indictment and the arrest ticket/report to the case file
  - f. Enter case notes (logged)
  - g. Schedule appointment/next appointment
  - h. Indicate that the client will accept text message reminders
2. Discover conflict of interest in case
- a. Send message to supervisors of other PD units to verify conflict of interest
  - b. Mark case as conflict, and select the reason for the conflict (e.g., codefendant, victim, witness)
  - c. Create case note providing detailed information
  - d. Generate motion to withdraw as attorney, in PDF format, and proposed order in Word format, and submit to court

### **3.2 Case Management**

- 1. Configure time slots for attorney appointments, such as 3-5 PM Mondays and all day Wednesdays
  - a. Show attorney’s calendar with appointments
  - b. Set up an individual appointment
  - c. View calendar by day, week, month
  - d. Sync calendar to MS Outlook
- 2. Generate motion for discovery in PDF format (when implemented, it will be e-filed)
- 3. Record appearance at front desk of client for office appointment (logged)
- 4. Send text reminder to client cell phone from the CMS (logged)
- 5. Conduct public defender office interview with client (logged)
  - a. Have photo of client pop up when open the case
  - b. Add witness name and contact information
  - c. Update new demographic information like new address (logged)
  - d. Enter case notes including time spent with client
- 6. Request PD investigator to investigate a case
  - a. Attorney requests investigation of a certain case within 10 days and provides a narrative of what the investigation needs to include.
  - b. Investigator supervisor assigns an investigator and notifies the investigator of the request and the timeframe (logged)

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- c. Attorney is notified which investigator is assigned
    - d. The system alerts the investigator and the investigator supervisor if 10 days have passed and the investigation has not been conducted (logged)
  7. PD investigator conducts investigation
    - a. Open the case and enter witness names and other information (logged)
    - b. Establish a checklist and ticklers for investigation activities.
    - c. Enter case notes including time spent with witnesses (logged).
    - d. Scan document and attach to case file
    - e. Flag the interview as conducted and automatically notify the requesting attorney (logged)
  8. E-file document
    - a. Generate motion with data populated from the case in PDF format, and proposed order in Word format
    - b. Sign the document electronically
    - c. Send documents to Court CMS (logged)
    - d. Send a copy with certificate of service to prosecutor (logged)
  9. Handle client failure to come in for appointment
    - a. Update case record with no-show
    - b. Generate letter to client (logged)
  10. Waiver Bindover by Information (WBI) from General Sessions Court to Criminal Court
    - a. GS court public defender prepares an offer and sends it to a CC public defender (logged)
    - b. CC public defender approves or comments on the offer and returns it to the GS court public defender (logged)
  11. Request a subpoena
    - a. Generate a subpoena populated with case data (logged)
    - b. Send to Sheriff's office for service (logged)
    - c. File subpoena with Clerk's Office (logged)
    - d. Indicate that subpoena was served by PD's Office (logged)
  12. Respond to plea offer (assumes electronic notification of offer from prosecutor)
    - a. Access prosecutor's plea offer in a case (logged)
    - b. Accept plea offer or make a counter offer (logged)
  13. Track held-to-state (HTS) cases – procedural alternative to business rule
    - a. Receive tickler notification of HTS cases due for consideration

- b. Review report of HTS cases (see Reports/Displays section below)
  - c. Identify cases exceeding guidelines, and prepare motions to dismiss prosecution (logged)
14. Mass case processing
- a. Assign a group of cases from one attorney to another (logged)
  - b. Generate a document for a group of cases (logged)
15. Close public defender case
- a. Remove future dates and active ticklers in case at the choice of the attorney (logged)
  - b. Mark case disposed (logged).

### **3.3 Attorney and Caseload Management**

- 1. Review attorney assignments
  - a. Select an attorney for "active cases" and date range
  - b. Change filter to "active and closed cases" and date range
- 2. Review attorney caseload – list all active cases
- 3. Track complaints to the Board of Professional Responsibility (BPR)
  - a. Log a BPR complaint and assign a BPR case number (logged)
  - b. Attach the BPR complaint to the PD case
  - c. Set tickler for 10 days out, and a second tickler for 19 days out (the attorney must file a response within 20 days)
  - d. Attorney notifies attorney's supervisor of complaint (logged)
  - e. Attorney's supervisor retrieves and reviews the complaint (logged)
  - f. Log the attorney's response (logged)
  - g. Send a copy of attorney's response to complainant and the Board of Professional Responsibility (logged)
  - h. Record the response of the Board (logged)
  - i. Close BPR case (logged) (may be reopened)
- 4. Track complaints to PD's office
  - a. Log a complaint call or letter and assign a tracking number (logged)
  - b. Attach the complaint letter to the open complaint case
  - c. Associate complaint case with court case it references, attorney, and RNI#
  - d. Notify the attorney and attorney's supervisor of complaint (logged)
  - e. Log the attorney's response (logged)
  - f. Call complainant or send a copy of attorney's response to complainant (logged)
  - g. Close complaint (logged)

5. Track task assigned to attorney by supervisor
  - a. Log a task request with deadline to a given attorney (logged)
  - b. Notify the attorney of the task request (logged)
  - c. Attach e-mails relating to the task
  - d. Send reminder to attorney if the deadline is passed (logged)
  - e. Close task (logged).

### **3.4 Appellate Case Management**

1. Notify Appeals Section upon filing of motion for new trial
2. Assign appellate attorney
3. Set ticklers for due dates (e.g., transcript requests, filings, briefings)
4. Generate and file case documents (e.g., applications, notices, motions and briefs).
5. Record decisions from Appeals Court and Supreme Court.

### **3.5 Reporting**

1. Demonstrate standard reports
2. Run a caseload report for one attorney, and for all assigned attorneys
  - a. Show a caseload report by type of case (felony or misdemeanor) and offenses charged
  - b. Show caseload report by status of "active" or "closed," and time to disposition after the public defender was appointed
  - c. Show caseload report with clearance rate for the date span entered, with the number of closed cases as a percentage of the number of incoming cases
  - d. Show caseload report for the date span entered, showing the age of active cases pending before the court, measured as the number of days from appointment of the PD's office until the time of measurement
  - e. Show caseload report segregating specialty court and clients whose cases are pending results of ongoing mental health treatment (e.g., case on hold until defendant is competent to stand trial)
  - f. Search and display BPR complaints (or complaint letters or attorney tasks) by RNI#, case number, and attorney ID number.
3. List, as of a certain date, all cases bound over to Criminal Court for more than X days (ripe for motions to dismiss for lack of prosecution), separated by in-custody and out-of-custody defendants.



4. **Business Rules** - This section list the business rules that the PD's Office follows and with which the CMS must comply.

1. **Assignment of attorney.** The PD's Office has rules for assignment of an attorney to defendants. The office has several units, including the misdemeanor unit, the felony unit, and the capital defense team, each with its own rules for attorney appointment. For all automatic attorney assignments, the PD's Office needs override capability.
  - a. When the PD front desk makes the assignment on an out-of-custody client, then, that action has priority over other means of assignment.
  - b. The GS regular misdemeanor divisions assign cases to the division, not to an individual attorney.
  - c. GS Division 14 (Environmental Court), the Felony Team, Division 10 (Domestic Violence Court) and Division 8 (Drug Court) assign cases individually to attorneys assigned to that court.
  - d. When a case is indicted, the PD's office is newly appointed by the Criminal Court. The division leader for the assigned division assigns an individual attorney to each case.
  - e. Capital Defense Team is assigned to all capital cases in GS and sees them through disposition in the Criminal Court. If the charges are lowered, the team may keep the case or transfer it the appropriate Criminal Court team.
  - f. If the defendant has a pending case that has already been assigned to an attorney and picks up a new case that would go to the same team of attorneys, the case is assigned to the same attorney who is handling the older matter.
  - g. For appeals, the Appeals Team Supervisor assigns the case manually based on attorney workload.
2. **Determining conflict of interest.** The Courts are responsible for determining whether a Conflict of Interest exists in a General Sessions case. The Public Defender's Office will attempt to identify conflicts that are not easily apparent to the Court. To the extent that possible conflicts can be automatically flagged for detailed review earlier in the process, less time and effort will be spent by the time the conflict is identified. A conflict exists between clients in two GS Court cases, or between a client in a GS Court case and a client in Criminal Court case, or a client represented by the appellate team, under the following conditions:
  - a. When a defendant in a case is represented by the PD and a codefendant (adult or juvenile) emerges in the case seeking public representation
  - b. When a victim or witness in the case has had substantial involvement with the PD's office**Additional areas of conflict of interest checking for internal review include:**
  - c. When the co-defendant, victim or witness is a former or existing client.

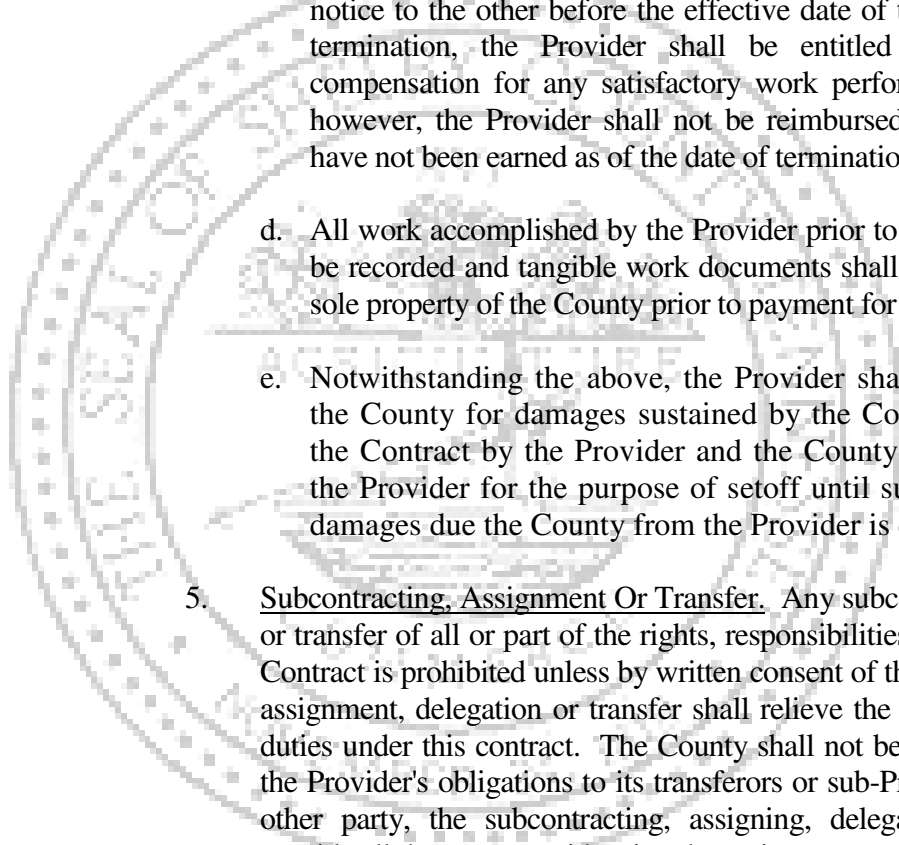
- d. When an employee of the PD's Office is the victim or witness of the crime or if the employee's family member is involved in the case as a victim or witness.
- e. When a defendant has made complaints against an attorney or employee of our office.
- f. When the defendant has a pending lawsuit against our office or against the county.
- g. When the defendant has threatened one of our attorneys or employees in the past.
- h. When a client needs to be assigned a male attorney (e.g., certain sexual offenders).
- i. When the victim or the witness is a county employee.
- j. When the victim or witness is a current/former judge, attorney general, or someone in the Court system with whom our office works closely with on a daily basis, or has been recently hired by the office.
- k. When the client's case involves an allegation of wrongdoing or ineffective assistance of counsel on the part of our attorneys.
- l. When the co-defendant, victim, or witness has/had a protection order or civil matter.
3. Held-to-State (HTS) cases. Cases from limited jurisdiction courts in the county and juvenile court are subject to motions to dismiss for lack of prosecution if the time from bind over to the present date exceeds a certain number of days.
4. Appeals Cases. The State of Tennessee has specific rules regarding the due dates of appeals case filings and responses.
5. **Data and Content Imports/Exports** – Once the IJIS hub is in place, the selected vendor will be expected to support several information exchanges, including those listed below. However, the vendor is not to include the cost of implementing these exchanges in their proposal. The County will negotiate a contract for this implementation at a later date.
  1. Import Court CMS data and documents to populate the PD CMS when the office is assigned to represent a defendant, including the defendant's motion
  2. Import Court CMS data when certain designated data is updated. (Data fields will be identified during implementation, but will include any document filed, custody status change, holds, HTS date, notice of appeal, court date changes, and jail release date.)
  3. Import Jail OMS data when certain designated data is updated. (Data fields will be identified during implementation, but will include name of attorney visiting client and visitation history.)
  4. Import discovery documents from the DA CMS.
  5. Import plea offers from the DA CMS

## **X. CONTRACT REQUIREMENTS**

The successful Proposer will be expected to enter into a contract incorporating the following terms and conditions, and such additional terms and conditions standard to services of this type.

## **A. General Requirements**

1. Control. All services by the Provider will be performed in a manner satisfactory to the County, and in accordance with the generally accepted business practices and procedures of the County.
2. Provider's Personnel. The Provider certifies that it presently has adequate qualified personnel to perform all services required under this Contract. The Provider will supervise all work under this Contract. The Provider further certifies that all of its employees assigned to serve the County have such knowledge and experience as required to perform the duties assigned to them. Any employee of the Provider who, in the opinion of the County, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with services under this Contract.
3. Independent Status.
  - a. Nothing in this Contract shall be deemed to represent that the Provider, or any of the Provider's employees or agents, are the agents, representatives, or employees of the County. The Provider shall be an independent Provider over the details and means for performing its obligations under this Contract. Anything in this Contract which may appear to give the County the right to direct the Provider as to the details of the performance of its obligations under this Contract or to exercise a measure of control over the Provider is solely for purposes of compliance with local, state and federal regulations and means that the Provider shall follow the desires of the County only as to the intended results of the scope of this Contract.
  - b. It is further expressly agreed and understood by the Provider that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the County; that the Provider has been retained by the County to perform the services specified herein (not hired) and that the remuneration specified herein is considered fees for services performed (not wages) and that invoices submitted to the County by the Provider for services performed shall be on the Provider's letterhead.
4. Termination Or Abandonment.
  - a. It shall be cause for the immediate termination of this Contract if, after its execution, the County determines that either:
    - i. The Provider or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting.
    - ii. The Provider has subcontracted, assigned, delegated, or transferred its rights, obligations or interests under this Contract without the County's consent or approval.

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- iii. The Provider has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer is appointed to take charge of all or part of Provider's assets.
- b. The County may terminate the Contract upon five (5) days written notice by the County or its authorized agent to the Provider for the Provider's failure to provide the services specified under this Contract.
- c. This Contract may be terminated by either party by giving thirty (30) days written notice to the other before the effective date of termination. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date; however, the Provider shall not be reimbursed for any anticipatory profits that have not been earned as of the date of termination.
- d. All work accomplished by the Provider prior to the date of such termination shall be recorded and tangible work documents shall be transferred to and become the sole property of the County prior to payment for services rendered.
- e. Notwithstanding the above, the Provider shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Provider and the County may withhold any payments to the Provider for the purpose of setoff until such time as the exact amount of damages due the County from the Provider is determined.
5. Subcontracting, Assignment Or Transfer. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the Provider from performance of its duties under this contract. The County shall not be responsible for the fulfillment of the Provider's obligations to its transferors or sub-Providers. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the assignment.
6. Conflict Of Interest. The Provider covenants that it has no public or private interest and shall not acquire, directly or indirectly, any interest which would conflict in any manner with the performance of its services. The Provider warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of the County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-Provider to the Provider in connection with any work contemplated or performed relative to this Contract.
7. Covenant Against Contingent Fees. The Provider warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Provider, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Provider any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the County will have the right to recover the

full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

8. Employment of County Workers.

- a. The Provider shall not engage, on a full or part-time or other basis during the period of the Contract, any professional or technical personnel who are in the current employment of the County.
- b. Notwithstanding the foregoing, no prior County official or employee may be employed by or receive compensation, wages or benefits from the Provider for a period of one (1) year from employment separation from the County if during the period of employment with the County the employee or official had any direct or indirect involvement with the Provider's services or operations provided to the County.

9. Arbitration. Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the Provider and the County will be referred to the Shelby County Contract Administrator or his/her duly authorized representative, whose decision regarding same will be final.

10. General Compliance With Laws.

- a. If required, the Provider shall certify that it is qualified and duly licensed to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.
- b. The Provider shall, at all times, observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the conduct of the work. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements and the Americans with Disabilities Act (ADA) requirements.
- c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract the Provider agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

11. Nondiscrimination. The Provider hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Provider on the grounds of handicap and/or disability, age, race, color, religion, sex,

national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Provider shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of nondiscrimination.

12. Entire Agreement. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
13. Amendment. This Contract may be modified or amended, only if the amendment is made in writing and is signed by both parties.
14. Severability. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a provision as similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
15. No Waiver Of Contractual Right. No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more other remedies at any time.
16. Matters To Be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.
17. Subject To Funding. This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the term hereof, then this Contract will be terminated. In the event of such termination, the Provider shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the termination date.
18. Travel Expenses. All travel expenses payable under this Contract shall be in accordance with the County Travel Policy and Procedures. This includes advance written travel authorizations, submission of travel claims, documentation requirements, and reimbursement rates. The County will make no travel advances.

19. Incorporation Of Other Documents.

- a. The Provider shall provide services pursuant to this Contract in accordance with the terms and conditions set forth within the Shelby County Request for Proposals/Bids, as well as, the Response of the Provider thereto, all of which are maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.
- b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the Request for Proposals/Bids or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

20. Contracting With Locally Owned Small Businesses. The Provider shall take affirmative action to utilize Locally Owned Small Businesses when possible as sources of supplies, equipment, construction and services.

21. Incorporation Of Whereas Clauses. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

22. Waiver Of Proprietary Interest. Notwithstanding anything to the contrary contained herein or within any other document supplied to the County by the Provider, the Provider understands and acknowledges that the County is a governmental entity subject to the laws of the State of Tennessee and that any report, data or other information supplied to the County by the Provider due to services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

23. Organization Status And Authority.

- a. The Provider represents and warrants that it is a corporation, limited liability company, partnership, or other entity duly organized, validly existing and in good standing under the laws of the State of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.
- b. The execution, delivery and performance of this Contract by the Provider has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of the Provider, any provision of any indenture, agreement or other instrument to which the Provider is a party, or by which the Provider's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or

other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets.

24. Warranty. The Provider warrants to the County that all Services shall be performed in accordance with acceptable standards in the industry applicable to the Services. The Provider shall correct, at its sole cost and expense, any work reasonably deemed to be unsatisfactory by the County. The Provider warrants to the County that all Services shall be in strict compliance with the terms of this Contract, and all applicable governmental laws, rules and regulations.
25. Rights in Data. The County shall become the owner, and the Provider shall be required to grant to the County, or its successors, a perpetual, non-exclusive, non-transferable, royalty-free right, in the County's name, to use any deliverables provided by the Provider under this Contract, regardless of whether they are proprietary to the Provider or to any third parties.
26. Source Code. The Provider, at no additional cost to Shelby County, shall place the entire set of source code for the proposed solution with an authorized escrow agent. Setting aside the software in an escrow account provides Shelby County a method of obtaining the software in the event the Provider ceases to market and support the proposed software. The Provider shall provide all information to Shelby County relevant to placing the software with an authorized escrow agent, ensuring the most recent version of the software is in escrow within 10 working days of issuance of a new major or minor release of the solution.

## **B. Indemnification and Insurance Requirements**

### **1. Responsibilities For Claims And Liabilities.**

- a. The Provider shall indemnify, defend, save and hold harmless the County, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liabilities, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with, or in breach of, this Contract or in the performance of the duties hereunder, whether performed by the Provider, its sub-Providers, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
- b. The Provider expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Provider shall in no way limit the responsibility to indemnify, defend, save and hold harmless the County or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
- c. The County has no obligation to provide legal counsel or defense to the Provider or its sub-Providers in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Provider as a result of or relating to obligations under this Contract.



- d. Except as expressly provided herein, the County has no obligation for the payment of any judgment or the settlement of any claims against the Provider as a result of or relating to obligations under this Contract.
  - e. The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against the Provider or its sub-Providers regarding any matter resulting from or relating to Provider's obligations under this Contract and will cooperate, assist and consult with the County in the defense or investigation thereof.
  - f. The Provider shall immediately notify the County, c/o Shelby County Government, Contracts Administration, 160 N. Main Street, Suite 550, Memphis, TN 38103, of cancellation or changes in any of the insurance coverage required.
2. Insurance Requirements. The Provider will provide evidence of the following insurance coverage:

### **PROFESSIONAL SERVICES/PROVIDER PROJECTS LESS THAN \$1,000,000**

#### ***Minimum Limits of Insurance***

Provider shall maintain coverage with limits of no less than:

1. *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insureds. The insurance shall include coverage for the following:
  - a. Premises/Operations
  - b. Products/Completed Operations
  - c. Contractual
  - d. Independent Contractors
  - e. Broad Form Property Damage, if applicable
  - f. Personal Injury and Advertising Liability
  - g. Cyber Liability – minimum limit of \$500,000
2. *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all:
  - a. Owned/Leased Autos
  - b. Non-owned Autos
  - c. Hired Autos
3. *Workers Compensation and Employers' Liability Insurance* – Including coverage for sole proprietors, partners, and officers, regardless of requirement by Tennessee State Statute. Policy is to be specifically endorsed to include these individuals for coverage. Employers Liability Coverage is \$1,000,000 per accident. Contractor

waives its right of subrogation against Shelby County for any and all workers' compensation claims.

4. *Professional Liability/Errors & Omissions Insurance* – minimum of \$1,000,000 per claim or occurrence/\$3,000,000 annual aggregate.
5. *Employee Dishonesty* – minimum limit of \$100,000 per claim/loss, including Third Party coverage.

All policies will provide for thirty (30) days written notice to Shelby County of cancellation of coverage provided. Ten (10) days notice is applicable to non-payment of premium. If the insurer is not required by the policy terms and conditions to provide written notice of cancellation to Shelby County, the Provider will provide immediate notice to Shelby County.

All insurance policies maintained by the Provider shall provide that insurance as applying to Shelby County shall be primary and non-contributing irrespective of such insurance or self-insurance as Shelby County may maintain in its own name and on its own behalf. Any insurance company of the Provider shall be admitted and authorized to do business in the State of Tennessee and shall carry a minimum rating assigned by A.M. Best & Company's Key Rating Guide of "A-" and a Financial Size Category of "X".

#### **C. Right to Monitor and Audit**

Access To Records. During all phases of the work and services to be provided hereunder the Provider agrees to permit duly authorized agents and employees of the County to enter the Provider's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The Provider will maintain all books, documents, papers, accounting records, and other evidence pertaining to the fee paid under this Contract and make such materials available at their offices at all reasonable times during the period of this Contract and for three (3) years from the date of payment under this Contract for inspection by the County or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof; copies of said records to be furnished if requested.

## **XI. PROPOSAL SUBMISSION**

### **A. General**

1. All interested and qualified proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the proposer has read and understands this entire RFP, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc. are neither necessary nor desired. Emphasis should

be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Hard copy proposals must be received by no later than 3:00 pm (CST) on August 17, 2012, at Shelby County Government Purchasing Department, 160 N. Main St., Suite 550, Memphis, TN 38103.**
5. The proposer agrees to provide the County with any additional information it deems necessary to accurately determine their ability to perform the services proposed. Furthermore, submission of this proposal constitutes permission by this organization for the County to verify all information contained in the proposal. Failure to comply with any request for additional information may disqualify the organization from further consideration. Such additional information may include evidence of financial ability to perform.

#### **B. Proposal Presentation**

1. One (1) original proposal (clearly identified as original), one (1) copy on CD and eight (8) copies of the proposal are required. Cost proposals must be provided in Microsoft Excel format on the CD. *Note: Refer to Section C. Proposal Format, Item 3, Cost and Fees, for detailed requirements and format.*
2. The package containing the original and copies must be sealed and marked with the proposer's name and **"CONFIDENTIAL, PUBLIC DEFENDER CASE MANAGEMENT SYSTEM , RFP #12-006-66"** with due date and time indicated.
3. Proposals must be typed. Erasures and "white-out" are not permitted. Mistakes may be crossed out, and corrections may be typed adjacent and initialed in ink by the person signing the proposal. Please identify all attachments, literature and samples, etc., with your firm name and our RFP number.
4. Proposals must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of the proposers in preparing their proposals. A responsible officer or employee must sign the proposal. Tennessee sales tax shall not be included in the Provider's proposal.

#### **C. PROPOSAL FORMAT**

Response to this RFP must be in the form of a proposal package that must be submitted in the following format: **Please download the attachment to this document.** The Proposal Response Sheet (*required document*) should be the first page of your written response.

1. Cover Page – Submit on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/firm.

2. Comprehensive Response (Minimum Requirements and Services Required)

- a. Address all services and requirements outlined in Section II – Minimum Requirements and Section IX – Services Required/Scope of Work.
- b. Outline how respondent can meet or exceed the minimum requirements.
- c. Detail how the respondent is qualified to provide the services required.
- d. Describe, in detail, the approach for accomplishing the services (include a time schedule for completion of each element).
- e. Complete the matrix of Application Capabilities in Attachment A.

3. Cost and Fees

- a. Provide the applicable itemized costs and any commissions included in the proposal for the Services for each element in the scope of work (this includes a break-down of the cost proposed for any sub-Provider working in conjunction with your organization on the project), using the following format:

**CMS Proposal Price Summary**

1. CMS Software Licensing for 100 Concurrent Users

2. Server Specifications

Production Server

Training Server

Server hosting a read-only version of the database

3. 3<sup>rd</sup> Party Software

4. Project Management

5. Consulting & Implementation Assistance

6. Installation: Site Preparation, System Integration and Test, Acceptance Test

7. Training

8. Data Conversion from Legacy CMS

9. Reports

40 simple reports

20 medium complexity reports

10 complex reports

10. Data and Content Imports/Exports

11. Warranty (state the period of the warranty)

12. Maintenance and Support Year 1

13. Maintenance and Support Year 2

14. Maintenance and Support Year 3

15. Maintenance and Support Year 4

16. Maintenance and Support Year 5

17. Other one-time or recurring costs

- b. Explain any assumptions or constraints in your price proposal to perform the services.
- c. Explain any additional charges or fees in the proposal.

- d. Adhere to the requirements of the “Living Wage Ordinance #328”, Section VI, Item I.

#### 4. Experience of the Respondent.

A sufficient description of the experience and knowledge base of the proposer to show the proposer’s capabilities should be included in the proposal. At a minimum, the description of the experience and knowledge base of the proposer included in the proposal should include, but not necessarily be limited to, the following:

- a. A brief description of the history and mission of the proposer, including the proposer’s background and mission statement, the length of time the proposer has been in business, a description of the proposer’s organizational structure and a description of the proposer’s customer make-up;
- b. A statement of how long the proposer has provided services similar to the Services requested herein;
- c. A general description of the proposer’s experience and background in providing services similar to the Services requested herein; and
- d. Any other relevant information about the experience and knowledge base of the proposer which is deemed to be material.
- e. Resume of each employee engaged in the Services, including the role of each and an overview of their previous experience with similar projects.

#### 5. References

References of the proposer, including at least three (3) other clients for whom the proposer has provided services similar to the Services (with preference given to clients comparable to Shelby County Government) and, for each such reference, the business name, the identification of a contact person, the title of the contact person and a telephone number.

#### 6. Additional Information

- a. A description of any other resources available to the proposer that will be useful in providing the Services.
- b. A description of the methods used by the proposer to measure the satisfaction of its client.
- c. Any other relevant information about the capabilities of the proposer deemed to be material.

## **XII. PROPOSAL EVALUATION AND SELECTION**

### **A. Evaluation Process**

1. Initial Review – All proposals will be initially evaluated (scored) to determine if they meet the following minimum requirements:
  - a. The proposal must be complete, in the required format, and be in compliance with all the requirements of the RFP.
  - b. Proposers must meet the Minimum Proposer Requirements outlined in Section II of this RFP.
2. Technical Review – Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
  - a. Each proposal will be reviewed by a special Ad-Hoc Committee which may elect to schedule a personal presentation and interview with one or more of the proposers.
  - b. All proposals submitted in response to this RFP will be evaluated based on the following criteria:
    - i. Qualifications and experience of specific personnel assigned to this project;
    - ii. Quality and responsiveness of the proposal and the ability to present a clear understanding of the nature and scope of the project;
    - iii. Project methodology;
    - iv. Previous experience in performing similar Services;
    - v. Proposed cost to Shelby County Government;
    - vi. Other services available to Shelby County Government above and beyond the Services required.
3. Product Demonstration.

Shelby County Government reserves the right to interview, or to require an oral presentation from, any respondent for clarification of information set forth in the proposer's response. In this regard, at the discretion of the evaluation committee, some or all proposers who submit a proposal in response to this RFP may be asked to submit to an interview or give a product demonstration of their respective proposals to the evaluation committee. If so, this is not to be a presentation restating the proposal, but rather an in-depth analysis of certain qualifications of the proposer. The interview or oral presentation, if utilized, is intended to provide an opportunity for the proposer to clarify or elaborate on its qualifications without restating the proposal. The product demonstration is to be a fact finding and explanation session only and is not to be used to negotiate any terms of the contract. If required, the time and location of such interview or product demonstration will be scheduled by the Administrator of

Purchasing or his designee. Product demonstrations are strictly an option of Shelby County Government or its evaluation committee and, consequently, may or may not be conducted. All travel expenses to and from the product demonstration shall be the responsibility of the proposer.

The Proposer(s) having the highest overall score may be required to provide a two-day demonstration of the proposed product in Memphis, during the established demonstration period (see the procurement schedule in Section 1). The schedule will provide time for the finalists to demonstrate the capabilities of each component of their solution. Finalists will be expected to follow the script provided in the Public Defender Scenarios set forth in Attachment 1, and each finalist will be required to show how each scenario would be addressed using its proposed solution. It is recognized that the vendor system will not yet be configured to work in Shelby County, and this will be taken into account during the demonstrations. Demonstration of any substitute applications/version (e.g., while the proposed application/version is being developed) will negatively affect the score assigned to the finalist.

4. Selection will be based on determination of which proposal best meets the needs of the County and the requirements of this RFP.

***Shelby County Government reserves the right to consider the vendor's EOC rating in all evaluations.***

## **B. CONTRACT AWARD**

Contract(s) will be awarded based on a competitive selection of proposals received. The proposers are advised that the lowest cost proposal will not necessarily be awarded the Contract, as the selection will be based upon qualification criteria as deemed by the County and as determined by the selection committee and the County Mayor. The proposals submitted will be evaluated by the County. All decisions are made at the discretion of the County.

The contents of the proposal of the successful proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

The County reserves the right to negotiate any portions of the successful proposer's fees and scope of work or utilize their own resources for such work.